UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
H. William Tanaka, d/b/a Tanaka Walders
and Ritger

Name of Foreign Principals
The Japan Machinery Exporters Assn. and
The Fasteners Institute of Japan

Check Appropriate Boxes:

- 1. XXX The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. [] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To research, prepare and file a statement with the Subcommittee on Trade of the House Ways and Means Committee in the matter of imports of Bolts, Nuts, and Large Screws of Iron or Steel, Investigation No. TA-201-27 pursuant to the Chairman's call for hearings and submission of views. (See preliminary Exhibit B and Exhibit A filed on behalf of both associations under the date of 2/27/78)

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See response to No. 4 above

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6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1/ Yes XX: No []

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See Exhibits A and B filed on behalf of both associations under the date of 2/27/78

Date of Exhibit B

Name and Title

/ Signature

April 12, 1978

H. W. Tanaka, Attorney

Political activity as defined in Section 1(0) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES

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AGREEMENT BETWEEN

THE FASTENERS INSTITUTE OF JAPAN

THE JAPAN MACHINERY EXPORTERS ASSOCIATION

AND

H. WILLIAM TANAKA

RELATING TO LEGAL SERVICES TO BE RENDERED IN CONNECTION WITH THE FILING OF A STATEMENT BEFORE THE SUBCOMMITTEE ON TRADE, COMMITTEE ON WAYS AND MEANS, U.S. HOUSE OF REPRESENTATIVES, IN OPPOSITION TO HOUSE CONCURRENT RESOLUTION 483 TO OVERRIDE PRESIDENT'S DECISION

IN FASTENER ESCAPE CLAUSE PROCEEDING

WHEREAS, the Fasteners Institute of Japan, with offices located at Kikai Shinko Kaikan Building, 3-5-8, Shiba Koen, Minato-ku, Tokyo, Japan (hereinafter referred to as "The Institute"), and the Japan Machinery Exporters' Association, with offices located at Room No. 401, Kikai Shinko Building, 21-1-5, Shiba Koen, Minato-ku, Tokyo 105, Japan (hereinafter referred to as "Association") desire legal counselling services to be rendered on behalf of all of their members who are engaged in the exportation to the United States of bolts, nuts and large screws of iron or steel, in connection with the President's decision in Investigation No. TA-201-27, for the purpose of filing a statement with the Subcommittee on Trade, Committee on Ways and Means, U.S. House of Representatives, at the invitation of the Chairman of such subcommittee, and

WHEREAS, H. William Tanaka, Counselor at Law, with offices located in the Federal Bar Building West, 1819 H Street, N.W., Washington, D.C. 20006 (hereinafter referred to as "Counsel"), desires to render such legal counselling services,

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

The Institute and the Association retain the services of Counsel effective February 13, 1978, subject to the terms and conditions hereinafter provided. The Institute and the Association agree to pay Counsel a lump-sum fee of \$6,500.00 (Six Thousand Five Hundred U.S. Dollars) for legal services to be rendered in connection with the above stated proceeding including research, drafting and submission of a statement to the Subcommittee on Trade, House Ways and Means Committee. In addition to the above cited lump-sum payment, the Institute and the Association agree that all out-of-pocket expenses incurred by Counsel in connection with the proper performance of services hereunder shall be reimbursable to Counsel over and above the fee mentioned in Item No. 2 hereinabove. This Agreement shall terminate upon filing of the statement. IN WITHESS WHEREOF, the parties have hereunto signed, sealed and delivered this Agreement on the date written below. THE FASTENERS INSTITUTE OF JAPAN H. WILLIAM TANAKA By: Mr. Yoshimasa Ishii nselor at Law President Spir 12, 1578 Date: THE JAPAN MACHINERY EXPORTERS **ASSOCIATION** Mr. Shigeru Otsuka Executive Director